#### Agenda Date: 6/15/2004 Agenda Item Form **Districts Affected: 3** Dept. Head/Contact Information: Norman C. Merrifield/ Daisy Esparza (Ext. 4057) Type of Agenda Item: Resolution ☐Staffing Table Changes ☐ Board Appointments ☐Tax Refunds ☐Tax Installment Agreements Donations ☐Item Placed by Citizen RFP/ BID/ Best Value Procurement ☐Budget Transfer ☐ Application for Facility Use ☐Bldg. Permits/Inspection ☐Introduction of Ordinance ☐Interlocal Agreements ☐ Contract/Lease Agreement ☐ Grant Application Other \_\_\_\_ **Funding Source:** General Fund Grant (duration of funds: Months) ⊠Other Source: USER FEE Legal: □ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar Denied Timeline Priority: □High ⊠ Medium Low # of days:\_\_ Why is this item necessary:

It provides staff for Chalio Acosta Sports Center to perform duties outlined on contracts.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings: Contract is for performance of services. Maintenance and operating expenditures are nil.

### **Statutory or Citizen Concerns:**

Demands and needs are met.

### **Departmental Concerns:**

Approval of Independent Contractor Contracts will enable Parks Department to meet it's mission, objectives and functions.

> sel and or mar loss CILA CIESK DESVETMENT

### RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Mayor be authorized to execute the following INDEPENDENT CONTRACTOR contracts on behalf of the PARKS AND RECREATION DEPARTMENT. Funding for these contracts is in fiscal year 2003/2004 appropriations to be approved by the City Council.

contracts is in fiscal year 2003/2004 appropriations to be approved by the City Council.						
ACOS	TA SPORTS RECREA DEPARTMENT ID: 5	TION CENTER 1510215, ACCOUNT	502215			
1.	CONTRACTOR: DATES: RATE PER CL: MAXIMUM AMT: CONTRACT:	Jose Aguinaga, Field Supervisor June 16, 2004 through August 31, 2004 \$11.00 \$3,300.00 <b>2003/2004-153</b>				
2.	CONTRACTOR: DATES: RATE PER CL: MAXIMUM AMT: CONTRACT:	Elizabeth Mata, Scorekeeper June 16, 2004 through August 31, 2004 \$10.00 \$700.00 <b>2003/2004-154</b>				
3.	CONTRACTOR: DATES: RATE PER CL: MAXIMUM AMT: CONTRACT:	El Paso Umpires Association, Umpires/Scorekeepers June 16, 2004 through August 31, 2004 \$58.00 \$6,960.00 2003/2004-155				
4.	CONTRACTOR: DATES: RATE PER CL: MAXIMUM AMT: CONTRACT:	El Paso Umpires Association, Umpires/Scorekeepers June 16, 2004 through August 31, 2004 \$56.00 \$5,600.00 2003/2004-156				
5.	CONTRACTOR: DATES: RATE PER CL: MAXIMUM AMT: CONTRACT:	El Paso Umpires Association, Umpires/Scorekeepers June 16, 2004 through August 31, 2004 \$54.00 \$4,320.00 <b>2003/2004-157</b>				
	APPROVED this	15 <sup>th</sup>	_day of	June	2004.	
			THE CITY OF	EL PAS	SO	
ATTES	ST:					
			Joe Wardy Mayor			

Richarda Duffy Momsen

City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar Deputy City Attorney **APPROVED AS TO CONTENT:** 

Norman Merrifield, Director Parks & Recreation Department

COUNTY OF EL PASO

# ) this or Park 1 Research

# INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

**DEPARTMENT ID:** 51010215 **CLASS:** 51010

FUND: 16302...

PROJECT: P500202 SPEED CHART: P0180

**ACCOUNT**: 502215 **CONTRACT NO**: 2003/2004-153

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and <u>Jose Aguinaga</u>, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. <u>SCOPE OF EMPLOYMENT</u> The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Field Supervisor for the Softball Program at Nations-Tobin Park
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning June 16, 2004 and be completed by <u>August 31, 2004</u>.
- 3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid a total fee not to exceed a maximum of \$3,300. The fee shall be paid at a rate of \$11.00. per class/game for a maximum of 300. classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. COMPLETE AGREEMENT This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

CONTRACT NO: 2003/2004-153

8. NOTICE Any notices required	under this contract shall be sufficient if sent by Certified Mail, Return
Receipt Requested, postage prepaid, to t	the following address:
CITY: Mayor, City of El Paso, Texas	CONTRACTOR: Name: Jose Aguinaga Address: 70015
2 Civic Center Plaza	
El Paso, Texas 79901-1163	SS#: Phone:
	Frione.
to the other party of the intention to term Should the City have cause to terminat	nay terminate this contract without cause after 10 days
independent contractor, he/she has not be coverage regularly covered by the City of	Contractor specifically acknowledges that, in his/her capacity as an een provided with Worker's Compensation Insurance or other insurance of El Paso Parks and Recreation Department to its regular employees; age so as to protect his/her interest in the event of any personal injuries
travel, equipment and support costs inc	ontractor understands that he/she is responsible for all overhead, urred in performing the contracted services. Contractor also agrees lying all equipment and instrumentalities necessary to carry out the
	nent is contingent upon paid registration for the program of a minimum mum of $\frac{n/a}{n}$ participants. In the event that the minimum his agreement shall be null and void.
IN WITNESS WHEREOF the parti	es have executed this agreement in El Paso, Texas on this
day of	,
	CITY OF EL PASO, TEXAS
ATTEST:	
	Joe Wardy, Mayor
Richarda Duffy Momsen	CONTRACTOR:
City Clerk	( La Chi (Kin)
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
AT THOUSED AS TO TOTAL.	APPROVED AS TO CONTENT:
	Church Level
Guadalupe Cuellar	Parks & Recreation Director
Deputy City Attorney	of Athill
	Program Cogrdinator
	Jalux Janus
	Superintendent
	15 Dunat
	Administrative Analyst

**COUNTY OF EL PASO** 



# INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 5 1010315
CLASS: 51010
FUND: 16302
PROJECT: P500303
SPEED CHART: P0180
ACCOUNT: 503315
CONTRACT NO: 20312034 - 154

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and <u>Finally Matter</u>, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services:
- 2. TIME OF PERFORMANCE The services of Contractor are to be performed beginning and be completed by August 31, 04.
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to exceed a maximum of \_\_\_\_\_\_\_\_. The fee shall be paid at a rate of \_\_\_\_\_\_\_\_ per class/game for a maximum of \_\_\_\_\_\_\_\_ classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. INDEPENDENT CONTRACTOR RELATIONSHIP Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

### **CONTRACT NO:**

8. <b>NOTICE</b> Any notices required un Receipt Requested, postage prepaid, to the	nder this contract sha e following address:	all be suffi	cient if sent by Certified Mail, Return
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: Address: SS#: Phone:	Elizabeth C. mata
9. <u>TERMINATION</u> Either party may to the other party of the intention to termin Should the City have cause to terminate contract may be terminated immediately	nate this contract, or this agreement or	at any tim if Contrac	tor is in breach of this contract, the
independent contractor, he/she has not bee coverage regularly covered by the City of E and that he/she will secure similar coverag or damages of any kind.	n provided with Work Il Paso Parks and Re	er's Compecreation I	Department to its regular employees;
11. COSTS AND EQUIPMENT Contravel, equipment and support costs incur that he/she will be responsible for supplying services to be provided.	rred in performing th	ne contrac	
of participants, and a maxim number of participants is not reached, this	um of	partici	
IN WITNESS WHEREOF the parties	s have executed this	agreemer	nt in El Paso, Texas on this
day of	_ , ·		
	CITY	OF EL PA	SO, TEXAS
ATTEST:			
	Joe '	Wardy, May	vor
Richarda Duffy Momsen City Clerk	CON	TRACTOR	: C. Morto
APPROVED AS TO FORM:	APP	ROVED AS	TO CONTENT:
Guadalupe Cuellar		s & Recrea	tion Director
Deputy City Attorney	$O_{s}$		Eway Service
	Prog	ram Coordi	ingtor 1
	1	Cul	and Janua
	Supe	rintendent	Int

Administrative Analyst

EHASO Puls & Rosen

# INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 5/010215
CLASS: 5/010
FUND: 16302
PROJECT: P500202
SPEED CHART: P0180
ACCOUNT: 502215
CONTRACT NO: 2003/2004—

157

**COUNTY OF EL PASO** 

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and ELPASO UMPIROS ASSOCIATION, hereinafter referred to as "Contractor." witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: 「そのいので、いかからなり、「Score をとうない ちゅうちょう しんしょう しんしょう しんしょう しんしゅう しんしゅん しんしん しんしゅん しんしゅん しんしゅん しんしゅん しんしゅん しんしん しんしゅん しんしん しんしん しんしゅん しんしゅん しんしゅん しんしゅん しんしゅん しんしゅん しんしん しんし
  - 2. TIME OF PERFORMANCE The services of Contractor are to be performed beginning Two 14, 2004 and be completed by Auctor 31, 2004.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. INDEPENDENT CONTRACTOR RELATIONSHIP Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

## EHAST. Parks & Recention

### **CONTRACT NO:**

Receipt Requested, postage prepaid, to the	ider this contract s e following address	nall be suffi :	clent if sent by Cert	ified Mail, Return
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: . Address: . SS#: . Phone: .	_	203.4350aBTion
9. <u>TERMINATION</u> Either party may to the other party of the intention to termin Should the City have cause to terminate contract may be terminated immediately	ate this contract, on this agreement of	or at any tim r if Contract	e by mutual agreem tor is in breach of t	nent of the parties. this contract, the
10. NO INSURANCE PROVIDED of independent contractor, he/she has not been coverage regularly covered by the City of E and that he/she will secure similar coverage or damages of any kind.	n provided with World Paso Parks and F	ker's Compe Recreation D	ensation Insurance of Department to its reg	or other insurance gular employees:
11. COSTS AND EQUIPMENT Contravel, equipment and support costs incur that he/she will be responsible for supplying services to be provided.	red in performing	the contract	ted services. Contra	actor also agrees
ofparticipants, and a maximunumber of participants is not reached, this	nt is contingent upo um ofk (A agreement shall	n paid regis particip pe null and	tration for the progra pants. In the event to void.	am of a minimum hat the minimum
IN WITNESS WHEREOF the parties	have executed this	s agreement	t in El Paso, Texas c	on this
day of	- 1			
	CIT	Y OF EL PAS	SO. TEXAS	
ATTEST:	<b>-</b>		70, 127010	
	**********			-
	Joe	Wardy, Mayo	or	
Richarda Duffy Momsen City Clerk	CO	NTRACTOR:	en bled	Cat.
APPROVED AS TO FORM:	API	PROVED AS	TO CONTENT:	~ ~
		Vann (	MAI	
Guadalupe Cuellar	Par	ks &/Recreati	on Director	\
Deputy City Attorney		Ken	V V V V	
	Pro	gram Coordin		i
	<del>- 1</del>	Lond	ind sag	ece_
	Serp	efin <del>tende</del> nt	Juna /	<i>!</i>
	Adn	ninistrative An		

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Parks/Independent Contract Page

**COUNTY OF EL PASO** 

### ) EHASO Park & Rose ) The fun Expert

# INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 51010215

CLASS: 51010 FUND: 16302 PROJECT: 9500202 SPEED CHART: 90180 ACCOUNT: 502215

CONTRACT NO: 2003/2004 -156

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and EL PASO UMPIRES ASSCURTOM, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: PROVIDE UMPIRES/SCOREKGEDOWS FOR YOUTH BASOSAIL
- 2. TIME OF PERFORMANCE The services of Contractor are to be performed beginning June 14, 2004 and be completed by Aucust 31, 2004.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

### EHASO-Parls & Recustics

### **CONTRACT NO:**

8. <u>NOTICE</u> Any notices required unReceipt Requested, postage prepaid, to the		
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR: Name: ELPA: Address: SS#: Phone:	Duples Association
9. <u>TERMINATION</u> Either party mate to the other party of the intention to terminate Should the City have cause to terminate contract may be terminated immediated	e this agreement or if Contractor is in	tual agreement of the parties breach of this contract, the
10. NO INSURANCE PROVIDED independent contractor, he/she has not bee coverage regularly covered by the City of I and that he/she will secure similar coverage or damages of any kind.	El Paso Parks and Recreation Departme	Insurance or other insurance ent to its regular employees;
11. <u>COSTS AND EQUIPMENT</u> Cortravel, equipment and support costs incuthat he/she will be responsible for supply services to be provided.	ntractor understands that he/she is re rred in performing the contracted servi ing all equipment and instrumentalities	ices. Contractor also agrees
of participants, and a maxim number of participants is not reached, this		or the program of a minimum the event that the minimum
IN WITNESS WHEREOF the partie	s have executed this agreement in El Pa	aso. Texas on this
day of	•	·
	CITY OF EL PASO, TEXA	ıs
ATTEST:	on r or 2217100, 1270	
	Joe Wardy, Mayor	
Richarda Duffy Momsen City Clerk	CONTRACTOR:	Willet
APPROVED AS TO FORM:	APPROVED AS TO CON	TENT:
	Volume A	Anel /
Guadalupe Cuellar	Parks & Recreation Direct	tor
Deputy City Attorney	<u>Kulk</u>	
	Program Coordinator	
	January January	Muyen.
	Superintendent	nant
	Administrative Analyst	V



# INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 51010215 CLASS: 51010

FUND: 16302 PROJECT: P500202 SPEED CHART: POLSO ACCOUNT: 502215

CONTRACT NO: 2003/2004 - 155

### **COUNTY OF EL PASO**

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and <u>EL PASO UMPIRES ASSOCIATION</u>, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Provide Umpres (xorekerpers For Noutra Basesau agrees to perform such services: Provide Umpres)
  - 2. TIME OF PERFORMANCE The services of Contractor are to be performed beginning JUNE 12004 and be completed by AUCUST 31, 2004
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to exceed a maximum of \_\_\_\_\_\_\_\_\_. The fee shall be paid at a rate of \_\_\_\_\_\_\_ per class game for a maximum of \_\_\_\_\_\_\_\_ classes games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. INDEPENDENT CONTRACTOR RELATIONSHIP Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

### **CONTRACT NO:**

8. NOTICE Any notices required Receipt Requested, postage prepaid, to	l under this contract s the following address	hall be sufficient if sent b	y Certified Mail, Return
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: ELPaso C Address: _' SS#: _ Phone: _	moires Association
9. <u>TERMINATION</u> Either party n to the other party of the intention to term Should the City have cause to terminal contract may be terminated immediate.	minate this contract, on the contract, on the contract of the	or at any time by mutual a r if Contractor is in brea	igreement of the parties ch of this contract, the
10. NO INSURANCE PROVIDED independent contractor, he/she has not be coverage regularly covered by the City of and that he/she will secure similar covered or damages of any kind.	peen provided with Wo of El Paso Parks and I	rker's Compensation Insu Recreation Department to	rance or other insurance its regular employees
11. COSTS AND EQUIPMENT Costs income that he/she will be responsible for supposervices to be provided.	curred in performing	the contracted services.	Contractor also agrees
12. <u>CONTINGENCY</u> This agreen of <u>hin</u> participants, and a max number of participants is not reached, t	rimum of N 1/4	participants. In the	e program of a minimum event that the minimum
IN WITNESS WHEREOF the part	ties have executed th	s agreement in El Paso, <sup>-</sup>	Texas on this
day of			
	cr	TY OF EL PASO, TEXAS	
ATTEST:			
	Jo	e Wardy, Mayor	
Richarda Duffy Momsen City Clerk		INTRACTOR:	ldletn
APPROVED AS TO FORM:	AF	PROVED AS TO CONTEN	F: , , , , , , , , , , , , , , , , , , ,
Guadalupe Cuellar		rks & Recreation Director	
Deputy City Attorney	ra	AVR V	
	Pr	ngram Coopdinator	
	Su	perintendent	a grant
	Ad	ministrative Analyst	